

Invitation to Bid

FC-7634, Inmate Physician Services on Behalf of DOC



Atlanta, Georgia

**Patrick Labat
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SECTION I
INSTRUCTIONS TO BIDDERS

Part 1; Information and Instructions to Bidders

1. **Services Being Procured:** This Invitation to Bid ("ITB") from qualified bidders ("Bidder" or "Bidders") by the City of Atlanta ("City"), on behalf of the Department of Corrections ("DOC"), seeks to procure the following services ("Services"): Inmate Physician Services. A more detailed Scope of Services sought in this procurement is set forth in Exhibit E--Scope of Services attached to the Professional Agreement ("Services Agreement"); **Contract No. FC-7634, Inmate Physician Services** included in this ITB.¹
2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this ITB is Code Section 2-1188; Competitive sealed proposals. By submitting a Bid concerning this procurement, a Bidder acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City's Code of Ordinances and Charter, which laws are incorporated into this ITB by reference.
3. **Minimum Qualifications; Authority to Transact Business in Georgia (REQUIRED SUBMITTAL):**
 - Must have graduated from an accredited medical school;
 - The Medical Director is the Health Authority and the substitute physician must be licensed in the State of Georgia, demonstrating all applicable state licensing and certification requirements for the practice of medicine in the State of Georgia, the same as physicians working in the community;
 - The Health authority must have experience in the general practice of medicine totaling no less than five (5) years;
 - The Physician staff must consist of more than one (1) medical provider;
 - The Physician must have experience in the practice of medicine in a jail/correctional setting, providing treatment to inmate populations or demonstrated sufficient similarity in treating institutional populations totaling no less than three (3) years;
 - The Physician and his staff must work a combined 40 hours per week; and
 - Each Proponent **MUST** submit with its Bid documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
4. **No Offer by City; Firm Offer by Bidder:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Bidder to form an agreement. This procurement is only an invitation for offers from interested Bidders and no

¹ All capitalized terms contained in the Services Agreement are incorporated into this RFP.

offer shall bind City. A Bidders's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.

5. **Bid Deadline:** Your response to this ITB must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 p.m., EST** (as verified by the Bureau of National Standards) on **Wednesday, September 3, 2014**. Any Proposal received after this time will not be considered and will be rejected and returned.
6. **Pre-Bid Conference:** Each Bidder is urged attend the Pre-Bid Conference scheduled for **Tuesday, August 12, 2014, at 11:00 A.M.**, at the DOP Conference Room in Suite 1900. Each Bidder must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Bidder from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.
7. **Bid Guarantee (REQUIRED SUBMITTAL):**
 - 7.1. **Each Bidder is required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount.** At the option of the Bidder, the Bid Guaranty may also be cash, a certified check payable to the order of City or a Bid Bond in a form acceptable to the City. A surety executing a Bid Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this ITB.
 - 7.2. Each Bidder agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the award, City will retain the Bid Guarantee as liquidated damages and not as a penalty.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to the City's contact person, Mr. Arthur Smalls, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307, by e-mail **asmalls@atlantaga.gov**, on or before **Friday, August 15, 2014**. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Bid may rely on any verbal response to any question submitted concerning this ITB. All Bidders and representatives of any Bidder are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
9. **Ownership of Bids:** Each Bidder submitted to the City will become the property of the City, without compensation to a Bidder, for the City's use, in its discretion.
10. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this ITB are set forth in Appendix B-

Insurance and Bonding Requirements attached to the Services Agreement included in this ITB..

11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this ITB. By submitting a Bid in response to this procurement, each Bidder agrees to comply with such applicable OCC Programs.
12. **Evaluation of Financial Information: (Not Applicable)** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Bid. City will review the information included in Form 2; Company Financial Statements attached to this ITB and any additional information required on that form to be included in a Bid. Further, if this ITB requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in Form 5; Proof of Insurance and Bonding Capacity. A Bidder must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Bidder is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this ITB requires a successful Bidder that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Bidder must submit with its Bid a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Bidder if an Agreement is awarded to it.
13. **Special Rules Applicable to Evaluation of Bidder:** A Bidder may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Bid and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.
14. **Examination of Bid Documents:**
 - 14.1. Each Bidder is responsible for examining with appropriate care the complete ITB and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bids.
 - 14.2. Each Bidder shall promptly notify City in writing should the Bidder find discrepancies, errors, ambiguities or omissions in the ITB Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB. Replies to such notices may be made in the form of an addendum to the ITB, which will be issued simultaneously to all potential ITB who have obtained the ITB from City.
 - 14.3. City may in accordance with applicable law, by addendum, modify any provision or part of the ITB at any time prior to the Bid due date and time. The Bidders shall not

rely on oral clarifications to the ITB unless they are confirmed in writing by City in an issued addendum.

14.4. Each Bidder must confirm Addenda have been received and acknowledge receipt by executing Form 5; Acknowledgment of Addenda attached to this ITB at Part 1.

15. Cancellation of Solicitation: This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.

16. Award of Agreement; Execution: If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Bidder an Agreement for execution substantially in the form included in this ITB.

17. This Invitation to Bid is subject to the Georgia Security & Immigration Compliance Act. Pursuant to the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009, bidders and proponents are notified that all bids/proposals for services that are to be physically performed within the State of Georgia must be accompanied by proof of their registration with and continuing and future participation in the E-Verify program established by the United States Department of Homeland Security. A completed affidavit available at www.atlantaga.gov, must be submitted on the top of the bid/proposal at the time of submission, prior to the time for opening bids/proposals. **Under state law, the City cannot consider any bid/proposal which does not include a completed affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Georgia Security & Immigration Compliance Act of 2006, as amended on May 11, 2009. All bidders intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and its effect on City procurements and their participation in those procurements.** For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll> **(REQUIRED SUBMITTAL).**

18. Multiple Awards: Upon evaluation of the Bids, and following oral interviews/presentations (*if applicable*), negotiations may be undertaken with the Bidder(s) determined by the City to be the most responsive and responsible of the short-listed Bidders. The City reserves the option to award multiple Agreements. The purpose of the negotiations will be to arrive at final Agreements concerning the business terms of the transaction. In the event that negotiations with the most qualified Bidders fail to reach final agreement, such negotiations will be terminated. The City will then enter into negotiations with the next most qualified Bidder. This process will continue until final agreements, if possible, are realized.

19. Submission of Bids:

19.1 A Bid must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: FC-7634, Inmate Physician Services on Behalf of DOC and the name and address of the Bidders. All Bids must be submitted to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.

City Hall South, Suite 1900
Atlanta, Georgia 30303-0307

- 1.1. A Bidder is required **to submit one (1) stamped original and six (6) copies of its Informational Bids.** Each Informational Bid must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages MUST be inserted in a standard three-hole ring binder. Each Informational Bid must contain and index and separate sections for the information requirements set forth in this ITB, as well as for the forms required to be submitted.

In addition to the hard copy submissions, each Bidder shall submit two (2) digital versions of its Bid Submission in Adobe Portable Document Format ("PDF") on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Bid Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Bidder's printed Bid Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

20. Selection for Competitive Sealed Bids: The City will carefully evaluate the responsiveness and responsibility of each Bidder. The selection criteria shall include but not be limited to, those factors contained in subsection 2-1188(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Bidder to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances):

- (1) Previous experience demonstrating competence to perform the services involved in the solicitation;
- (2) Past performance of previous contracts with respect to time of completion and quality of services;
- (3) The fee or compensation demanded for the services;
- (4) The ability to comply with applicable laws;
- (5) The ability to comply with the schedule for the performance of the services, as required by the City;
- (6) The financial ability to furnish the necessary bonds;
- (7) The financial condition of the offeror;
- (8) The ability to provide staffing of management personnel, satisfactory to the City; and
- (9) The offeror's compliance with the requirements of equal employment opportunity (EEO) and, where applicable, equal business opportunity (EBO) programs, as may be required by ordinance.

Additionally, the evaluation criteria will include but may not be limited to, a review of the following factors:

- Clear understanding of the goals and objectives and demonstration by offer a comprehensive plan to accomplish goals;
- Qualifications and experience of all proposed team members;
- Demonstration that programs and services offered will meet the needs of those in

- the community;
- Response to ALL questions asked within Exhibit A, Scope of Services;
- Responsiveness to all items noted as Required Submittals within the solicitation document;
- Reference submission and satisfactory review; and
- Price.

21. Responsiveness and responsibility for each Bidder can be observed as the following:

A. The **responsiveness of a Bidder is determined by the following:**

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
2. The completeness of all material, documents and/or information required by the City; and
3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

B. The **responsibility of a Bidder is determined by the following:**

1. The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required;
2. The capability of the Bidder to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Bidder;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Bidder to perform Agreement or provide the Work;
7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
8. The successful Bidder shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

SECTION II
REQUIRED SUBMITTAL FORMS

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO BIDDERS:

All Bidders must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Bidders in complying with the requirements of the City's procurement process and the terms of this ITB.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Bid prior to Bid due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit.

Example 1, ABC, Inc. and XYZ, Inc. form and submit a Bid as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Bid under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Bid submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Bidder's Response to the ITB.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of Bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 20__

NOTARY PUBLIC

My Commission Expires: _____

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 20__

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person or entity having a contract with the city.
“Control”	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
“Respondent”	Any individual or entity that submits a Bid in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.

Instructions: Provide the following information for the entity or individual completing this Statement (the “Individual/Entity”).

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the individual/Entity authorized to transact business in the state of Georgia?

☐ Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)

☐ No

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 2 of 7)

C. Questionnaire

It is understood that the Respondent is required to provide information in this questionnaire in the name of the person or persons who are the Respondent and the information is to be used for the purpose of the information submitted, and that the Respondent is required to provide the information in the name of the person or persons who are the Respondent and the information is to be used for the purpose of the information submitted, and that the Respondent is required to provide the information in the name of the person or persons who are the Respondent and the information is to be used for the purpose of the information submitted.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? YES NO
☐ ☐

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. YES NO
☐ ☐

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? YES NO
☐ ☐

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. YES NO
☐ ☐

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? YES NO
☐ ☐

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? YES NO
☐ ☐

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. YES NO
☐ ☐

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 3 of 7)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City?

YES NO
☐ ☐

(b) directly or indirectly, received revenues from the City?

YES NO
☐ ☐

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?

YES NO
☐ ☐

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

YES NO
☐ ☐

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

YES NO
☐ ☐

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

YES NO
☐ ☐

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

YES NO
☐ ☐

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

YES NO
☐ ☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

YES NO
☐ ☐

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

YES NO
☐ ☐

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 4 of 7)

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality . Details of the Bids will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its Bid. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 5 of 7)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 6 of 7)

- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (3) Cancellation of the public contract;
 - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or Bid therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Declaration

Sign here if you are an individual:

Printed Name:

Signature: _____

Date: _____

Subscribed and sworn to or affirmed by _____ (name) this ____ day of _____, 20__.

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20____

Subscribed and sworn to or affirmed by _____ (uame), as the
 _____ (title) of _____ (entity or partnership name) this
 _____ day of _____, 20_____.

Notary Public of _____ (state)

My commission expires: _____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 3)

Required Submittal "Unless a Bidder Elects to Submit an Alternative Form of Payment"

Bid Bond (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] _____ Dollars and Cents (\$ _____); or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-7634; Inmate Physician Services on Behalf of Department of Corrections**, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-7634; Inmate Physician Services on Behalf of Department of Corrections**, a Bid;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Bidder's check otherwise required to accompany this Bid;

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgment is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorney's fees to be fixed by the Court.

Required Submittal "Unless a Bidder Elects to Submit an Alternative Form of Payment"
(FORM 3)

Bid Bond (Page 2 of 2)

Enclosed is a Bid Bond in the approved form, in the amount of either:

[i] _____ Dollars and Cents
(\$ _____), being in the amount of 5% of the CONTRACT Sum; or
[ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-7634;**
Inmate Physician Services on Behalf of DOC _____. The money
payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Bidder to
execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same
time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be
duly signed and sealed this _____ day of _____ 20__.

Corporate Bidder:

[Insert Corporate Name]

By: _____
Name: _____
Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Non-Corporate Bidder:

[Insert Bidder Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

Surety:

Name: _____
By: _____
Name: _____
Title: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Offerors **MUST** submit a **completed copy of this form executed by their insurance company.**
Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, _____ [insert an individual's name], on behalf of _____ [insert insurance company full name], a _____ [insert type of entity LLC, LLP, corporation, etc.](**"Insurer"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this _____ day of _____, 20____ [insert date]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number FC-7634: Inmate Physician Services on Behalf of Department of Corrections (**"Project"**) and its corresponding **Appendix for Insurance Requirements;**
- (c) Insurer certifies that if, as of the date written above, (**"Offeror"**) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements;** and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [insert company name on line provided below]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Offerors **MUST** submit a **completed copy of this form executed by their surety**. Failure to submit completed form from will result in the Offeror being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert surety company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](**"Surety"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this _____ day of _____, 20____ [*insert date*]:

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number FC-7634: Inmate Physician Services on Behalf of Department of Corrections (**"Project"**) and its corresponding **Appendix for Insurance Requirements**;
- (c) Surety certifies that if, as of the date written above, _____ (**"Offeror"**) was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements**; and
- (d) **Surety only:** The Surety states that Offeror's uncommitted bonding capacity (not taking into account this Project) is approximately \$ _____ (U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Offeror is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

Surety: [*insert company name on line provided below*]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

Bidders should sign below and return this form with their Bid(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-7634; Inmate Pharmacy Services on Behalf of DOC:**

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____ day of _____, 20__.

Corporate Bidder:

[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Bidder:

[Insert Bidder Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Bidder Contact Directory¹

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

¹ The purpose of the Bidder Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Bidder. This Bidder Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Bidder's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this ITB; and
2. Bidder Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this ITB at Part 5.

Required Submittal (FORM 7)

Reference List

Each Bidder must identify a minimum of five (5) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Bidder's performance ability and credibility in the industry of Inmate Physician Services.

*****This reference Form 7, must be completed by the party whom is providing the reference; not the Bidder.**

Reference: Company Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title: **FC-7364: Inmate Physician Services on Behalf of DOC**

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

How would you rate the Customer Services provided by the Bidders:

How in sync was the Management Plan proposed by the Bidder to the actual service provided during the active phase of the contract?

Total Amount of Contract Including Change Orders: _____

Bidder's Role and Responsibilities:

Current Completion Status: _____

(Use the Same Format to Provide the Additional References)

Required Submittal (FORM 8)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Bid see table below "Required Bid Submittal Check Sheet." Please verify that these submittals are in the envelope before it is sealed. Disclaimer: It is each Bidders sole responsibility to ensure that their Bid to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Bid, signed and dated, and six (6) complete copies of the Original Bid including all required attachments.

In addition to the hard copy submissions, each Bidder shall submit two (2) digital versions of its Bid Submission in Adobe Portable Document Format ("PDF") on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) version should be a redacted version of the hard copy Bid Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Bidder's printed Bid Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Bid Number	Required Bid Submittal Checklist
	Part I - Instruction to Bidders (Bid Guarantee Included) ()
	Appendix A - Office of Contract Compliance (Required Submittals Included) ()
	Part I, Section 2 - All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Bid submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:
	Form 1: Illegal Immigration Reform and Enforcement Act Forms;
	Form 2: Disclosure Form and Questionnaire;
	Form 3.1: Certification of Insurance Ability;
	Form 3.2: Certification of Bonding Ability;
	Form 4: Acknowledgment of Addenda;
	Form 5: Proprietor Contact Directory;
	Form 6: Reference List;
	Bidder's Official Company Name: _____
	Company Physical Address: _____
	President/Vice President/Owner Name: _____
	Title: _____
	Office Telephone Number: _____
	Direct Cell Telephone Number: _____
	Email Address: _____
	Primary Point of Contact Concerning IFB: _____
	Title: _____
	Office Telephone Number: _____
	Direct Cell Telephone Number: _____
	Email Address: _____

EXHIBIT A
DRAFT AGREEMENT

DRAFT PROFESSIONAL SERVICES AGREEMENT

FC-7634, Inmate Physician Services

This Draft Professional Services Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Service Provider") set forth below.

Contract Name:	Contract No. FC-7634
Service Provider	City of Atlanta
Name:	Using Agency: Department of Corrections
Address:	Address: 254 Peachtree St. Atlanta, GA 30303
Phone:	Phone: 404-865-8000
Fax:	Fax: 404-546-8761
Authorized Representative:	Authorized Representative: Patrick Labat, Chief

1. Background.

1.1 City desires to obtain from Service Provider the services ("Services") described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$_____ ("Maximum Payment Amount"). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be for a five (5) year base. This Agreement shall commence on the Effective Date and end on [_____]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right at its sole discretion to renew this Agreement for a two (2) years term according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

3. If such legislation is enacted, within (5) five days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial

execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

4. Interpretation.

4.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

4.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A – Scope of Services
3. Exhibit A.1, Cost Proposal
4. Exhibit B – Definitions
5. Exhibit C --Legislation
6. Exhibit D - City Security Policies
7. Exhibit E - Dispute Resolution Procedures
8. Appendix A - Office of Contract Compliance Requirements
9. Appendix B - Insurance and Bonding Requirements
10. Appendix C –Additional Contract Documents

5. Authorization. If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

6. Services.

6.1 Description of Services. Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

6.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

6.3 Change Documents.

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

6.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

6.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

6.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Service Provider shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Service Provider.

6.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

6.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

6.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

6.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

7. Service Provider's Obligations.

7.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

7.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

7.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

7.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

7.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment to any subcontractors.

7.6 Key Service Provider Personnel and Key Subcontractors.

7.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) _____;
- (b) _____; and
- (c) _____.

7.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) _____;
- (b) _____; and
- (c) _____.

7.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

7.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

7.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

8. City's Authorized Representative.

8.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

8.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

9. Payment Procedures.

9.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

9.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

9.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

9.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

9.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

9.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

9.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

10. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

10.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

10.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

10.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

10.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

11. Compliance with Laws.

11.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

11.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

11.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

12. Confidential Information.

12.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

12.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

13. Work Product.

13.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in

the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

13.2 If any of the Work Product is determined not to be a work made for hire, Service Provider assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

13.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

13.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

13.5 Without any additional cost to City, Service Provider Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Service Provider irrevocably designates City as Service Provider's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Service Provider's name, with the same force and effect as if performed by Service Provider.

14. Audit and Inspection Rights.

14.1 General.

14.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

14.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).-

14.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

14.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

14.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

15. Indemnification by Service Provider.

15.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

15.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

16. Limitation of Liability.

16.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

17. **Insurance and Bonding Requirements.** Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B.**

18. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

19. **Termination.**

19.1 **Termination by City for Cause.** City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

19.2 **Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

19.3 **Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law

relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

19.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

19.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

19.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

20. Dispute Resolution.

20.1 All disputes under the Contract Documents or concerning Services shall be resolved under this **Section** and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

20.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

20.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

21. General.

21.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

21.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

21.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

21.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

21.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

21.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

21.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

21.8 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

21.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

21.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

21.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

21.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

21.13 Unauthorized Goods or Services. Service Provider acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

[Service Provider]

Mayor

Municipal Clerk (Seal)

Approved:

Department of Corrections

Chief Procurement Officer

Approved as to form:

City Attorney

Signature Block Options for Service Provider:

Corporate signature:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

EXHIBIT B

GENERAL CONDITIONS (NOT APPLICABLE)

EXHIBIT C

SPECIAL CONDITIONS (NOT APPLICABLE)

EXHIBIT D

BID SCHEDULE AND PRICING INFORMATION

**Exhibit D Pricing Information for:
FC-7634, Inmate Physician Services on Behalf of DOC**

Please indicate in your bid the amount charged to the City of Atlanta monthly and annually. This fixed rate shall include all business expenses that may be associated with the nature of doing business (e.g., personnel, administrative, overtime, back fill tracking, insurance, quality control, etc.) that will be assumed by the Bidder for providing dental services to the DOC.

Additionally, provide a detailed narrative for the rates proposed to the City. These rationales should supply the City with a clear summary of your intentions for compensation and verify your commitment to remain in line with industry standards for dental services.

Monthly Fee Charged to the City: \$ _____

Annual Fee Charged to the City: \$ _____

Yes, I agree to honor the above-referenced Rates:

Signature: _____ **Date:** _____

Printed Name and Title: _____

Signature Block Options for Service Provider:

Corporate signature:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: ____

*****END OF PRICING INFORMATION*****

EXHIBIT E
SCOPE OF WORK OR SERVICES

SCOPE OF SERVICES
INMATE PHYSICIAN SERVICES
CITY OF ATLANTA DEPARTMENT OF CORRECTIONS

3.1 OVERVIEW

The City of Atlanta (the "City") is soliciting Proposals from qualified Health Authorities to provide required professional Physician Services for its 500 - 1300 inmate population at the Atlanta City Detention Center. The physician will serve as the designated Medical Director for the Department of Corrections under provision of the Atlanta City Code and Adult Local Detention Standards. The physician must be a graduate of an accredited medical school, licensed in the State of Georgia and have experience providing treatment to inmate populations.

3.2 PHYSICIAN SERVICES

- A. The work called for in these specifications is to be preformed for the Department of Corrections in its detention facility located at 254 Peachtree St, S.W., Atlanta, GA. 30303. This facility accommodates a capacity of 1100/1300 inmates. Annual admissions are about 33,000 inmates. Average daily population totals about 1,000, of which an average of 277 are sentenced inmates, 332 are pretrial inmates and 411 are federal inmates.
- B. The physician serves as the designated Medical Director (Health Authority) for the Department, under provision of the Atlanta City Code and as provided in the Adult Local Detention Standards.
- C. The purpose of this specification is to provide the required professional physician services for the Department of Corrections of the City of Atlanta in the following categories and subject to the following stipulations.
- D. The facility shall have a designated health authority with responsibility for health care services pursuant to a written agreement, contract or job description. The health authority may be a physician, health administrator or agency. When this authority is other than a physician, final medical judgements shall rest with a single designated responsible physician licensed in the state of Georgia.
- E. Matters of medical and dental judgement shall be the sole province of the responsible physician and dentist respectively; security regulations applicable to facility personnel shall also apply to health personnel.

- F. The responsible physician or medical authority should submit a quarterly report on the health delivery systems and health environment and annual statistical summary to the chief law enforcement officer.
- G. State licensure and/or certification requirements and restrictions shall apply to health care personnel.
- H. All medical personnel shall practice within the scope of their licenses. Where applicable, treatment shall be preformed pursuant to a written standing or direct order.
- I. Verification of current licensing and certification credentials should be on fail in the jail.

3.3 HEALTH CARE POLICY AND PROCEDURES

- A. Written standard operating procedures approved by the responsible physician and governing unit or official designated by it shall consist of but not be limited to the following:
 - 1. Receiving Screening;
 - 2. Health appraisal data collection;
 - 3. Non-merchantable medical services;
 - 4. Deciding the emergency nature of illness or injury;
 - 5. Availability of dental referral examination and treatment
 - 6. Provision of medical and dental prostheses;
 - 7. First aid;
 - 8. Notification of next of kin or legal guarding in case of serious illness, injury or death;
 - 9. Providing chronic care;
 - 10. Providing convalescent care;
 - 11. Providing medical preventive maintenance;
 - 12. Screening, referral and care of mentally ill and retarded inmates and prisoners under the influence of alcohol and other drugs;
 - 13. Implementing the special medical program;
 - 14. Delousing procedures;
 - 15. Detoxification procedures; and
 - 16. Pharmaceuticals.
- B. The work of qualified medical personnel shall be governed by written job descriptions which shall be approved by the responsible physician.

3.4 HEALTH SCREENING

- A. Receiving screening shall be performed on all prisoners upon admission to the facility before being placed in the general population or housing area, and the findings recorded on a printed screening form. The screening shall include inquiry into:
 - 1. Current illness and health problems including those specific to women;
 - 2. Medications taken and special health requirements;
 - 3. Screening of other health problems designated by the responsible physician;
 - 4. Behavioral observation, including state of consciousness and mental status;
 - 5. Notation of body deformities, trauma markings, bruises, lesions, ease of movement, jaundice and other physical characteristics;
 - 6. Conditions of skin and body orifices, including rashes and infestations; and
 - 7. Disposition/referral of inmates to qualified medical personnel on an emergency basis.
- B. The health appraisal data collection should be completed for each prisoner within 14 days after admission to the facility in accordance with the adopted standard operating procedures; provided, that this subsection does not apply to prisoners who are able to receive medical care in the community.
- C. Such health appraisal should include, at a minimum, a physical assessment by a licensed health care provider, recording of vital signs and a general review of mental status; provided that such appraisal is not intended to be a standard "annual physical" but rather such minimum physical review as is necessary to detect any major problems. As appropriate, laboratory and diagnostic tests to detect communicable disease, including venereal diseases and tuberculosis, and other tests and appraisals should be included with in such appraisal.
- D. Health history and vital signs should be collected by medically trained or qualified medical personnel who are properly licensed, registered or certified as appropriate to their qualifications to practice. Collections of all other health appraisal data should be performed only by qualified medical personnel. Review of the results of the medical examination, tests and identification of problems should be made by a physician or designated qualified medical personnel. All health appraisal data should be recorded on the health data forms approved by the responsible physician.

3.5 ACCESS TO HEALTH CARE

- A. If medical services are delivered in the jail, adequate equipment supplies and materials shall be provided for the performance of primary health care delivery.
- B. At the time of admission to the facility, prisoners shall receive a written communication consistent with the provisions of explaining the procedures for gaining access to medical services.

- C. Prisoners' medical complaints shall be collected daily and acted upon by the medically trained personnel. An appropriate priority shall be established and treatment by qualified medical personnel.
- D. Work-release prisoner should be allowed to see their own physicians outside of the jail and to receive consistent care within the jail.
- E. Sick Call – Sick Call shall be conducted by a physician and/or other qualified medical personnel and shall be available to each prisoner as follows:
 - 1. In facilities of over 200 prisoners at least five times per week; provide that the average daily population may be calculated exclusive of work-release prisoners when they receive their care in the community.
- F. When sick call is not conducted by a physician, the responsible physician shall arrange for the availability of a physician at least one each week to respond to prisoner complaints regarding services which they did or did not receive from other medical providers; further, regardless of complaints, the responsible physician shall review the medical service delivered as follows:
 - 1. At least weekly in facilities of over 200 prisoners.
- G. medical and dental prostheses shall not be denied when the health of the inmate-patient would otherwise be adversely affected as determined by the responsible physician.
- H. Emergency Care:
 - 1. First aid kit(s) shall be conveniently available in the jail
 - 2. The responsible physician shall approve the contents, number, location and procedure for periodic inspection of the kit(s).
 - 3. Emergency medical and dental care shall be available on a 24-hour basis in accordance with a written plan which includes:
 - A. Arrangement for the emergency evacuation of the prisoner from the jail
 - B. Arrangements for the use of an emergency medical vehicle; and
 - C. Arrangements for the use of one or more designated hospital emergency rooms, other appropriate health facilities, or on-call physician and dentist services.

3.6 HEALTH CARE TRAINING

- A. Jail personnel shall be trained in standard first-aid equivalent to that defined by the American Red Cross and usual emergency care procedures prior to employment or during the probationary period. Written standard operating procedures and training of staff shall incorporate the following steps:
 - 1. Awareness of potential medical emergency situations;
 - 2. Notification or observation determination that a medical emergency is in progress;

3. First aid and resuscitation;
 4. Call for help; and
 5. Transfer to appropriate medical provider.
- B. At least one person per shift within sight or sound of the prisoner shall have trained in receiving screening and basic life support cardiopulmonary resuscitation (CPR)
- C. Jail personnel shall be given training regarding the recognition of general symptoms of mental illness and retardation.
- E. All persons responsible for the delivery of medication shall have training regarding the medical, security and legal aspects of such activity.

3.7 MEDICATIONS CONTROL

- A. The jail's standard operating procedures for the proper management of pharmaceuticals shall include:
1. A formulary specifically developed for the facility when stock medications are maintained within the jail. Such formulary shall be in accordance with the available clinic dispensary.
 2. A policy that jails with an on-site pharmacy shall adhere to regulations established by the state board of pharmacy. Such policy shall require, as a minimum, consulting pharmacist for the operation of the pharmacy or the dispensing shall be done by each prescribing physician in person.
 3. A policy regarding the prescription of all medication with particular attention to behavior-modifying medication and those subject to abuse.
 4. A policy regarding medication dispensing and administration which shall include, but not limited to:
 5. Nonmedical jail personnel delivering medication(s) to prisoners,
 6. Disposition of medication(s) brought in by prisoners at the time of admission to the facility,
 7. Packaging of medication(s): the medications system shall insure that all medication are kept in container which have been labeled securely and legibly by a pharmacist or the prescribing physician, or in their original containers labeled by their manufacture. Medications shall not be transferred from the original container except for the preparation of a dose administration.
 8. Safeguards with regard to delivery of medications to prisoners, and
 9. Dispositions of unused medication(s)
 10. Refer to the policy regarding the maximum security storage and weekly inventory of all controlled substances, nonprescription medication (s) syringes, needles and surgical instruments.

11. The person delivering medication(s) shall be accountable for following the orders of medical staff...

3.8 HEALTH CARE RECORDS

- A. The responsible physician shall be responsible for maintaining patient medical records files. Such files shall contain the completed receiving screening form, health appraisal data collection forms, all findings, diagnoses, treatments, dispositions, prescriptions and administration of medications, notes concerning patient education, notations of place, date and time of medical encounters and terminations of treatment from long-term or serious medical or psychiatric treatment.
- B. The responsible physician shall insure the confidentiality of each prisoner's medical record file and such file shall be maintained separately to the extent necessary to maintain their confidentiality.
- C. The responsible physician or medical staff designated by him shall communicate information obtained in the course of medical screening and care to jail authorities when necessary for the protection of the welfare of the prisoner or other prisoners, management of the jail, or maintenance of jail security and order.
- D. A copy or summary of the medical record file shall routinely be sent to any jail or correctional institution to which a prisoner is transferred at the time of such transfer. A copy of such file or parts thereof shall also be transmitted upon the written authorization of a prisoner to designated physicians and medical facilities.
- E. The person delivering medications shall record the actual time of the delivery in a manner and on the form approved by the responsible physician.

3.9 SPECIAL MEDICAL ISSUES

- A. Informed Consent.
 1. All examination, treatments and procedures affected by informed consent standards in the community shall likewise be observed for prisoner care.
 2. No prisoner shall be given medical treatment against his will except as necessary to prevent the spread of communicable disease, to relieve imminent danger to the life of the prisoner, or in the case of serious mental disorders, to prevent imminent danger to the life of his or her person or to the lives of others. All procedures required by RCW Chapter 71.05 shall be followed in any case of involuntary commitment or involuntary treatment of mentally ill persons with in jails.

3. In case of minors, the informed consent of parent, guardian or legal custodian applies where required by law.
- B. In all cases, the responsible physician shall give a clear statement of the prisoner patient of his diagnosis and treatment.
- C. Special Medical:
1. Jail staff shall report any symptoms of prisoner mental illness or retardation to medical personnel for appropriate evaluation and treatment.
 2. A special program shall exist for prisoners requiring close medical supervision. A written individual treatment plan for each of these patients shall be developed by a physician which includes directions to medical and non-medical personnel regarding their roles in the care and supervision of these patients.
 3. Programs for the prevention of suicide, to include early identification of risk, appropriate diagnosis and referral and close observation as required by medical staff.
 4. Appropriate medical supervised treatment in accordance with written under the influence of alcohol, opiates, barbiturates, and similar drugs when such care is not provided in a community health facility.
- D. Reasonable physical restraint when necessary for medical reasons shall be medically directed, except that in an emergency reasonable physical restraint may be used to control a grossly disturbed or violent prisoner, but the review and direction of the health care staff or local mental health professional shall be properly obtained.

3.10 QUALIFICATIONS INCLUDE:

- A. The Medical Director is the Health Authority and must have graduated from an accredited medical school.
- B. The Health Authority and the substitute physicians must be licensed in the State of Georgia, demonstrating all applicable state licensing and certification requirements for the practice of medicine in the State of Georgia, the same as physicians working in the community.
- C. The Health Authority must have experience in the general practice of medicine totaling no less than five (5) years.
- D. The physician must have experience in the practice of medicine in the jail/correctional setting, providing treatment to inmate populations, or demonstrated sufficient similarity in treating institutional populations, totaling no less than three (3) years.

- E. The designated Medical Director is the ("Health Authority") and will have responsibility for the Department of Corrections physicians' services pursuant to a written agreement between the government funding agency, the City of Atlanta, and the Chief of Corrections, and the responsible or qualified Health Authority.
- F. The designated Medical Director ("Health Authority") will be responsible for maintaining standards of professional and ethical practice in the provision of the physician services within the Department of Corrections, consistent with licensing requirements in the State of Georgia and professional standards for practice in Adult Local Detention Facilities, as promulgated by the American Correctional Association's Commission on Accreditation in Corrections.
- G. The designated Medical Director agrees to take out and maintain professional liability insurance in an amount not less than \$1,000,000 combined single limit.

3.11 RESPONSIBILITIES

- A. The physician shall serve as the designated Medical Director ("Health Authority") for the Department of Corrections, under the provision of the Atlanta City Code and as provided in Adult Local Detention Standards.
- B. The Health Authority shall be responsible for maintaining standards of professional and ethical practice in the provision of physician services within the Department of Corrections, consistent with licensing requirements in the State of Georgia and professional standards for practice in Adult Local Detention Facilities as promulgates by the American Correctional Association's Commission on Accreditation in Corrections.
- C. The Health Authority shall hold an adequate sick call each day except Saturdays and Sundays for those inmates needing and requesting medical attention, and shall provide the necessary medical attention and proscribe the proper medication as each case warrants. Designated medical conditions warranting outside medical treatment will be facilitated either through Grady's Emergency Department (immediately upon diagnosis) or one of Grady Health System's outlying medical specialty clinics (within 48 hours of the diagnosis). Physician's hours shall be a minimum of 9:00 am to 5:00 pm Monday through Friday exempting holidays.
- D. The Health Authority ensures a process for preliminary examination of those inmates confined to the City's Detention Facilities who have symptoms or who appear to be in need of medical attention before they are permitted to enter the housing cell or other areas of general inmate populations. The Health Authority will provide daily medical rounds in the housing cells of inmates placed in the medical infirmary for medical, hygienic, post-operative, or isolation indications.

- E. The Health Authority shall be responsible for assuring the physical examinations for each inmate are conducted within 14 days of their arrival to the facility. These physical examinations include a review of medical history, clinical examination, CBC (if indicated), routine urinalysis for sugar and kidney function, E.K.G. (in inmates over age 45), MA7 (liver panel if warranted by physician), chest x-ray if warranted by physician and approved by Medical Director, or annual Mantoux skin testing.
- F. The Health Authority shall make such inspections as are necessary to fulfill the requirements of the Code of the City of Atlanta with respect to the Corrections Physician (see exhibit A).
- G. The Health Authority shall provide medical supervision of licensed medical staff employed by the Department of Corrections, including licensing responsibility for one or more physician assistants (PA), and Registered and Licensed Practical Nurses under guidelines established consistent with licensing requirements in the state of Georgia. Proposer should be aware of and will be made responsible for medical staffing that is appropriate and required to maintain the present medical infirmary (3SE) of the City of Atlanta Detention Center and provide all inmates medical services at the Atlanta City Detention Center.
- H. The Health Authority shall review and approve all operating procedures and protocols for medical services as administered by staff in the Department of Corrections.
- I. The Health Authority shall serve as the Chairman of the Quality Assurance Committee and The Medical Audit Committee.
- J. The Health Authority may be required to attend and participate in any business meetings, seminar, workshop, conference and convention which the Corrections Chief shall deem appropriate to ensure improved efficiency and effectiveness in the provision of inmate health care.
- K. The Health Authority or his/her designee shall be on call 24 hours per day seven (7) days per week and generally shall be available for telephone and other consultations with the Corrections Chief for the purpose of providing expert judgment concerning the on-going program of inmate health care.
- L. The Health Authority shall conduct on-going health education for inmates and jail staff. Staff education programs shall provide on-going current information and training concerning detection and prevention of the spread of contagious diseases found in institutional populations, such as HIV and Tuberculosis. The Health Authority shall provide for the separation of healthy and unhealthy inmates when the health of other inmates may be threatened.

- M. Through the Grady Health System, The Health Authority shall be responsible for the coordination of use of health care specialists and advance of need.

3.12 TECHNICAL APPROACH

- A. The Health Authority should provide health care to all Federal, Immigration, City Fine, Pre-trial and Fulton County Inmates that request sick call on a daily basis. All medical issues should be addressed and treated accordingly in a timely manner. Medical emergencies should be referred to Grady Memorial Hospital's Emergency Room as soon as possible, with appropriate follow up. Inmates in intake should be screened for infectious disease according to protocol or other medical problems before being taken to a cell pod.

All medical problems should be addressed and treated in a timely manner. All inmates who are incarcerated greater than two weeks should have a physical exam with two weeks. Chronic medical care should be provided for all inmates who are incarcerated greater than six months. Inmates that need referrals to specialists should get appointments scheduled as soon as possible.

Inmates should be screened to Tuberculosis and no staff member or inmate should be exposed to an active case. An inmate, who is found to be infected, will be isolated and treated according to medical guidelines.

Quality Assurance Meetings should be held s on a monthly basis. Inmates and staff should receive information on HIV/AIDs and other pertinent infectious diseases. The Health Authority should be available for supervision of the medical staff, monitoring and updating protocols and ensuring that the facility meets the appropriate standard requirements.

The Health Authority should treat inmates on a daily basis Monday through Fridays from 9AM to 5PM according to the working hours proposal, The Health Authority should be on call 24 hours, seven days per week.

The Health Authority should play an active role in keeping the budget costs to an acceptable level to meet yearly budget goals without jeopardizing the standard of patient care.

- B. The Health Authority should make available cooperative relationships with all outside agencies and City Staff. This can be accomplished by inviting the appropriate personnel to the Quality Assurance Meeting when necessary, also by personally visiting the agency or City Staff Official to remedy key problems associated with the facility.
- C. As stated above, inviting City Staff members in question to the Quality Assurance Meeting will keep officials informed of the facility's needs.

- D. A monthly report of all inmates treated by the Health Authority, minutes from the Quality Assurance meeting and time spent at the facility by the Health Authority will provide some insight to the city in validating the initial project program.
- E. Quality Assurance meetings are very helpful in discussing problems that may exist in different areas of health care for the inmates. Insuring that all department supervisors or those individuals responsible for departmental development should attend meetings to address problem issues. In this manner, proper communication will occur and pertinent information will be distributed to affected individuals.
- F. To ensure that the Agreement schedule and costs are appropriately monitored and controlled, a log can be kept consisting of the number of sick call inmates treated on a daily basis as well as physical exams performed monthly. If physical exams on all inmates are up to date, this will be an indication that the Agreement schedule is partly controlled. If necessary, a timesheet of time spent at the Department of Correction can be generated for the Health Authority.
- G. Table summarizing estimates man hours:

	Monday	Tuesday	Wednesday	Thursday	Friday
Sick Call	9A-5P	9A-5P	9A-5P	9A-5P	9A-5P
Physical Exam	9A-5P	9A-5P	9A-5P	9A-5P	9A-5P
Administrative	9A-5P	9A-5P	9A-5P	9A-5P	9A-5P
Quality Assurance			1P-3P*		
On Call hours	24 hours per day , 7 days per week				

- Quality Assurance meetings monthly

3.13

COST PROPOSAL

The estimated cost for the Scope of Services provided by the Medical Director should cover:

1. Cost of Living Expenses
2. Malpractice insurance
3. Automobile Liability Insurance
4. CME (Continuing Medical Education) courses and fees
5. Fees for services provide by the "Substitute Physician" who will cover in the event of absence.

EXHIBIT F
DRAWINGS (NOT APPLICABLE)

EXHIBIT G
ADDITIONAL REQUIRED SUBMITTALS
(NOT APPLICABLE)

APPENDIX A

OCC REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

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OFFICE OF
CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

July 10, 2014

RE: Project No.: FC#7634, Inmate Physician Services

Dear Prospective City of Atlanta Bidder:

The above referenced contracting opportunity has been designated for **competition by and between City of Atlanta Certified Small Business Enterprises (SBEs) only**. The Office of Contract Compliance (OCC) information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with all program requirements at or prior to the time of Bid opening, or upon request by OCC. Sheltered market program requirements mandate that the successful City of Atlanta Certified SBE awardee self perform a percentage of the work scope associated with the contract. The successful proponent will receive participation credit for the dollar value of its' self performance. Bidders are required to ensure that all prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Pay close attention to the specific SBE sheltered market goals for this project and the SBE sheltered market program reminders listed on page 5.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, prime bidders are encouraged to utilize OCC's self certification application to achieve SBE certification. All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to Business Consultants [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing "Title 62 – Offices of Physicians" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA
SMALL BUSINESS ENTERPRISE SHELTERED MARKET
POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. On a contract by contract basis, the director of the office of contract compliance in consultation with the Chief Procurement Officer will designate certain procurements as **sheltered market procurement opportunities**. The purpose of the Small Business Enterprise Sheltered Market Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta. Additionally, The City seeks to promote the growth and development of small businesses through mandated self performance of minimum threshold portions of the scope of the contracting opportunities. The City believes this approach assists in its' effort to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE sheltered market requirements and goals for this project are set forth on page 6.

Implementation of SBE Sheltered Market Policy

The sheltered market designation shall be made only when there is a reasonable expectation that bids will be obtained from at least three responsible COA certified SBEs and that the award will be made at a fair market price. The director of the Office of Contract Compliance and Chief Procurement Officer may agree, with consultation and agreement with the Commissioner of the user agency or his or her designee, to designate certain contracts of a pre-determined expected dollar value for **competition by and between SBEs only**, except for those contracts pertaining to Municipal Street Systems, as described in O.C.G.A. § 32-4-1 et seq., pertaining to public works construction as described in O.C.G.A. § 36-91-1 et seq. or other projects for which a sheltered market would conflict with state law. A sheltered market procurement of a single acquisition or a class of acquisitions may be total or partial. The director of the Office of Contract Compliance and the Chief Procurement Officer may designate a portion of an acquisition as a sheltered market procurement, except for construction.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied "certified SBE prime proponent" requirement of the sheltered market program. All proponents for an SBE sheltered market procurement must be SBE certified by the Office of Contract Compliance or have an application pending on or before bid due dates. Where applicable, OCC will determine whether a certified SBE prime proponent has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars self performed, subcontracted to, and/or expended for services performed by all businesses (including certified SBEs), whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation (where applicable), and any other SBE Sheltered Market Project information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. All SBE prime proponents seeking to receive participation credit must be certified by the City of Atlanta OCC, or have an application pending at the time of the solicitation due date. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Sheltered Market Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Sheltered Market Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Sheltered Market Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the accuracy of reported self performance dollars and percentages, the use of subcontractors and suppliers where applicable as indicated on the SBE Sheltered Market Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling
Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001**

Small Business Enterprise Sheltered Market Goals for this Project

Project No.: FC# 7634, Inmate Physician Services

The FC# 7634, Inmate Physician Services project has been designated as a sheltered market opportunity for certified small business enterprises (SBEs). Therefore, there will be no mandatory subcontractor participation goals included in this solicitation.

All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to Business Consultants [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing "Title 62 – Offices of Physicians" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Enterprise Sheltered Market Program Reminders

1. **Certification.** It is the prime contractor proponent's responsibility to verify that their own SBE certification and those included on their SBE Sheltered Market Project Participation Plans are current and valid. COA SBE certification with the City of Atlanta's Office of Contract Compliance may be obtained by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm.
2. **Reporting.** The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **SBE Ordinance.** The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

APPENDIX B

INSURANCE REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-7634, Inmate Physician Services

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these

requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements – CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. Additional Insured language must read **"In compliance with the contract requirements, certificate holder is an additional insured under the policy."** Confirmation of this must unconditionally appear on any **Certificate of Insurance** provided by Contractor/Consultant as evidence of its compliance with this Appendix B. **Contractor/Consultant must also submit to City an Additional Insured Endorsement (CG 20 26 07 04 or equivalent or its equivalent) evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$500,000 each accident
Bodily Injury by Accident/Disease	\$500,000 each employee
Bodily Injury by Accident/Disease	\$500,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$500,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of \$1,000,000 per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

End of Document

APPENDIX C

LOCAL BIDDER PREFERENCE PROGRAM

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**CITY OF ATLANTA
LOCAL BIDDER PREFERENCE PROGRAM**

STATEMENT OF POLICY

The City of Atlanta (the "City") has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the City and its residents to give preference on Local Projects to those Contractors, who have direct physical and economic relationships with the City.

CERTIFICATION AS A LOCAL BIDDER

To be certified as a Local Bidder, a Contractor must submit a completed application to the Department of Procurement ("**DOP**"), and the applicant must be approved by the DOP.

A Contractor must submit a completed and signed written application to become a Local Bidder before it will be allowed to receive a bid preference on a Local Project. To be approved as a Local Bidder and receive a bid preference on a Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the DOP **no later than thirty (30) calendar days prior to the date the bids are received** on such Local Project. A Contractor who fails to submit an application for approval as a Local Bidder within thirty (30) calendar days prior to the date bids are received on a Local Project, and who otherwise meets the requirements for approval as a Local Bidder, shall be approved as a Local Bidder and receive a bid preference on such future Local Projects for which the date bids are received is at least thirty (30) calendar days after the date such application is received.

CRITERIA TO BE CERTIFIED AS A LOCAL BIDDER

To be certified as a Local Bidder, the Contractor must satisfy two (2) of the following criteria:

1. Verify that the Contractor's principal place of business is located in the City or that the Contractor has held a valid City business license for at least one (1) year prior to the date of the application.
2. Verify that a majority of the full time employees, chief officers, and managers of the Contractor have regularly conducted work and business in the City for at least one (1) year prior to the date of application.
3. Verify that a majority of the employees based at the Contractor's location(s) in the City have been residents of the City for at least one (1) year prior to the date of application.
4. Provide references or other means of verification acceptable to the DOP that the services the Contractor offers to the City have been provided by the Contractor in the City for at least one (1) year prior to the date of application. If the applicant is a Joint Venture or Mentor-Protégé team, each participant in the Joint Venture or Mentor-Protégé team must be approved independently as a Local Bidder in order for the Joint Venture or Mentor-Protégé team to receive the bid preference on Eligible Local Projects.

The application **must be typed, signed in blue ink** provides instructions for required supporting documentation that Bidder must submit with the application for the criteria listed above.

TERM OF CERTIFICATION

The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. An Eligible Bidder must submit a new application for certification as a Local Bidder to the DOP and establish that it continues to meet the requirements contained in 2-1188.1(d) in order to receive the bid preference on Eligible Local Projects.

Eligible Bidders certified as Local Bidders shall be under a continuing duty to immediately inform the DOP in writing of any changes in the Eligible Bidder's business if, as a result of such changes, the Eligible Bidder no longer satisfies the requirements contained in 2-1188.1(d).



CITY OF ATLANTA

SUITE 1790

55 TRINITY AVENUE, SW

ATLANTA, GA 30303

(404) 330-6204 Fax: (404) 658-7705

Internet Home Page: www.atlantaga.gov

Kasim Reed
Mayor

DEPARTMENT OF PROCUREMENT

Adam L. Smith, Esq., CPPO, CPPB

Chief Procurement Officer

asmith@atlantaga.gov

LOCAL BIDDER PREFERENCE APPLICATION

SECTION ONE

Business Name/DBA:

Address:

City:

State:

ZIP Code:

Telephone Number:

Fax Number:

Business Type (Please check one) : ☐ Partnership ☐ Corporation, GA ☐ Sole Proprietorship ☐ Other: _____

Principal or Corporate Office Name:

Address:

City:

State:

ZIP Code:

Telephone Number:

Fax Number:

Owner One - Name and Title:

Address:

City:

State:

ZIP Code:

Telephone Number:

Fax Number:

Owner Two - Name and Title:

Address:

City:

State:

ZIP Code:

Telephone Number:

Fax Number:

Officers/Partners One - Name and Title:

Address:

City:

State:

ZIP Code:

Telephone Number:

Fax Number:

Officers/Partners Two - Name and Title:

Address:

City:

State:

ZIP Code:

Telephone Number:

Fax Number:

SECTION TWO

To be certified as a Local Bidder, a potential bidder must satisfy no less than two (2) of the following criteria listed below. Please select **TWO (2)** of the following criteria which you satisfy to apply for certification as a Local Bidder. Additional documentation must be submitted with this application to verify that you satisfy the selected criteria. Instructions for submitting documentation to satisfy each of the criteria are located on the next page of this application.

1. Verify that the Potential Bidder's principal place of business is located in the City of Atlanta or that the Potential Bidder has held a valid City of Atlanta business license for at least one (1) year prior to the date of application.
2. Verify that a majority of the full-time employees, chief officers, and managers of the Potential Bidder have regularly conducted work and business in the City of Atlanta for at least one (1) year prior to the date of application.
3. Verify that a majority of the employees based at the Potential Bidder's location(s) in the City of Atlanta have been residents of the City of Atlanta for at least one (1) year prior to the date of application.
4. Provide references or other means of verification acceptable to the Department of Procurement, that the services the Potential Bidder offers to the City of Atlanta have been provided by the Potential Bidder in the City of Atlanta for at least one (1) year prior to the date of application.

If the applicant is a Joint Venture or Mentor-Protégé team, each participant in the Joint Venture or Mentor-Protégé team must be approved independently as a Local Bidder in order for the Joint Venture or Mentor-Protégé team to receive the bid preference on potential local projects.

Additional Instructions for Completing this Section

For each of the criteria you selected in Section II, the Department of Procurement requires that you submit the following supporting documentation with this application:

Business License

If you have a City of Atlanta business license, please provide a copy of Articles of Incorporation or Organization, or a copy of the Potential Bidder's most recent federal income tax return, or if the potential Bidder is a partnership, provide a copy of the Partnership Agreement.

Employees

Provide a list of all full time employees, chief officers, and managers at the Potential Bidder's locations. For those employees, chief officers, and managers who regularly conducted work and business in the City of Atlanta for at least one year prior to the date of application, please provide employee's name, business address, business phone number, a brief description of the work business performed in the City of Atlanta, and the number of years such work or business has been performed in the City of Atlanta.

Provide a list of all employees based at Bidder's Potential locations. For those employees who have been resident of the City of Atlanta for at least one year prior to the date of application, provide employee's name, address, phone number and number of years at residence.

References

Provide a notarized letter from at least three (3) customers of the Potential Bidder, which letters shall include the following information: (a) a description of services provided by the Potential Bidder to the customer that were performed at least one (1) year prior to the date of application; (b) the total dollar value of the services provided at least one (1) year prior to the date of application; and (c) a statement that the services the Potential Bidder offers to the City of Atlanta have been provided by the Potential Bidder in the City of Atlanta for at least one (1) year prior to the date of application.

SECTION THREE

Certification: This information herein is required by section 2-1188.1 Code of Ordinances of the City of Atlanta, Georgia.

I (name) _____ being the (title) _____
_____ of the business firm named, do hereby apply for local bidder certification. In accordance with local preference ordinance, city of Atlanta, Georgia: the undersigned certifies that he/she is the person duly authorized by the business herein named to file this application for local bidder certification, including the accompanying documentation and statements, and that same are true, correct and complete.

Signature of applicant: _____ Date: _____

GENERAL INFORMATION FOR APPLICANTS

- a) Applicability: This local preference program shall apply to any City contract as described in Code Section 2-1188, excluding competitive sealed proposals under Code Section 2-1189, small purchases not exceeding \$20,000 under Code Section 2-1190, sole source procurement under Code Section 2-1191, emergency procurement under Code Section 2-1192, competitive selection procedures for professional and consultant services under Code Section 2-1193, and federally-funded projects (referred to herein as "Potential Local Projects").
- b) A Potential Bidder must submit a completed and signed written application to become a Local Bidder **before** it will be allowed to receive a bid preference on a Local Project.
- c) In order to be approved as a Local Bidder and receive a bid preference on a Potential Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the Department of Procurement no later than thirty (30) calendar days prior to the date bids are received on such Potential Local Project.
- d) Term: The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. A Potential Bidder must submit a new application for certification as a Local Bidder to the Department of Procurement and establish that it continues to meet the requirements of section 2-1188.1 in order to continue receiving the bid preference on Potential Local Projects.
- e) Potential Bidders certified as Local Bidders shall be under a continuing duty to immediately inform the Department of Procurement in writing of any changes in the Potential Bidder's business, if as a result of such changes, the Potential Bidder no longer satisfies the requirements.

APPENDIX D

SECURITY POLICIES

Security Policies Associated with the City's Department of Corrections Facility

It is the policy of the City's (the "City") Department of Corrections ("DOC"), to prohibit the introduction of contraband by monitoring and controlling movement into and throughout the facility. Bidder's agree to follow all City DOC policies and procedures to control the introduction of contraband, ensure facility safety, security, and good order, prevent escapes, maintain sanitary standards and eliminate fire and safety hazards.